

STATE OF LOUISIANA  
Department of Transportation and Development

REQUEST FOR PROPOSALS  
FOR  
State Project No. 741-99-0215  
F.A.P. Nos. LA-18-X022, LA-18-X023, LA-18-X024, LA-18-X025,  
LA-80-X016 & LA-80-X017  
Statewide Technical Assistance for Transit (STAT)  
Statewide

**November 20, 2009**

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## **1.0. GENERAL INFORMATION**

### ***1.1 Purpose***

This Request for Proposals (RFP) is issued by the Department of Transportation and Development (herein referred to as DOTD) to all qualified Proposers for the purpose of issuing a contract for technical assistance for statewide transit programs. One Prime-Consultant (Consultant) shall be selected for this contract. The Consultant may not subcontract the specified services without the written agreement of DOTD.

### ***1.2 Background***

Funded under Chapter 53 of Title 49 of the United States Code (Federal Transit Administration), assistance will include a newsletter, marketing, coordination, workshops, training and information technology. It is the intent of DOTD to select a Consultant to supply all of the services necessary for the successful completion of the project.

### ***1.3 Definitions***

- A. Mandatory Requirements – The terms “shall”, “will”, and “must” denote mandatory requirements.
- B. Permissible Action – The terms “should” and “may” denote an advisory or allowable action.
- C. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- D. Discussions – For the purposes of this RFP, a formal, structured means of conducting written or oral communications with responsible proposers who submit proposals determined in writing to be reasonably susceptible of being selected for award.

### ***1.4 Performance Goals and Measures***

#### **Goals and Objectives:**

The DOTD will enter into a contract with a contractor in order to provide planning, compliance and monitoring services for the DOTD’s Fixed Guideway Safety & Security Program and Federal requirements for FTA State Management Review; publish Louisiana Transitions newsletter, and LADOTD Public Transportation website maintenance as needed. The specific goals and objectives include the following:

- Develop ridership and maintenance tracking spreadsheet for transit providers, this spreadsheet to be established on LADOTD Public Transportation website.
- Develop Title VI Plan and tracking of Title VI data for transit providers statewide.
- Develop combine State Management Plan for all Public Transportation programs (E&D, Rural, JARC, & New Freedom).
- Provide assistance to DOTD with its duties as the State Safety Oversight agency, NORTA (New Orleans Regional Transit Authority) for fixed guideway programs in Louisiana.

- Provide guidance in developing fixed guideway audit documents for submission to FTA.
- In coordination with the DOTD Public Transportation Section, manage the paperwork flow between NORTA and DOTD regarding NORTA's compliance with DOTD State Standard on Fixed Guideway operations.
- Assist DOTD at meetings with NORTA regarding fixed guideway safety and security compliance.
- Publish Louisiana Transitions newsletter
- LADOTD Public Transportation website maintenance as needed
- Revise LADOTD Agency Administrative Handbook
- Provide monitoring for performance of the LASWIFT Intercity Bus Service

### **Performance Measures:**

The services provided by the contractor shall be evaluated by the Administrator, Public Transportation Section, who will determine if the services are being provided in a timely manner and as outlined in the contract. The following information will be required on a monthly basis.

- A detailed monthly invoice for each task performed.
- A detailed monthly progress report detailing services provided.

### **Monitoring Plan:**

The Administrator, Public Transportation Section, shall monitor the performance of the contractor as follows:

- Review monthly invoices
- Meet Monthly to review monthly progress reports

### ***1.5 Scope of Services***

Attachment I detail the scope of services and deliverables or desired results that DOTD requires of the Consultant.

### ***1.6 Project Manager***

The Project Manager is **Ms. Donna Lavigne**; she may be reached at **225-274-4302**.

## **2.0 ADMINISTRATIVE INFORMATION**

### ***2.1 Expected Time Period for Contract***

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **February 1, 2010** and to continue through **January 31, 2013**.

### ***2.2 RFP Coordinator***

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below:

Mr. Edward R. Wedge, III, P.E.  
Consultant Contract Services Administrator  
1201 Capitol Access Road, **Room 405-T**  
Baton Rouge, LA 70802-4438 or  
Post Office Box 94245  
Baton Rouge, Louisiana 70804-9245  
Telephone: (225) 379-1989

This RFP is available in electronic form at  
<http://webmail.dotd.state.la.us/AgreStat.nsf/WebView?OpenPageand>  
<http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>, or in printed form by submitting a  
written request to the RFP Coordinator.

### **2.3 Proposer Inquiries**

DOTD shall consider written Proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. DOTD reserves the right to modify the RFP should a change be identified that is in the best interest of the DOTD.

**To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax by 3:00 p.m. CST on the date specified in the Calendar of Events.** Any and all questions directed to the RFP Coordinator shall be deemed to require an official response. Official responses to each of the questions presented by the proposer shall be posted on the DOTD Consultant Contract Services and LaPAC websites as an Addendum to the RFP by the deadline shown in the Calendar of Events.

### **2.4 Calendar of Events**

| <b><u>Event</u></b>                         | <b><u>Date</u></b>             |
|---|--------------------------------|
| Advertise RFP and mail public announcements | November 20, 2009              |
| Deadline for receiving proposer inquiries   | December 4, 2009               |
| Issue responses to proposer inquiries       | December 14, 2009              |
| Proposal submission deadline                | December 28, 2009              |
| Announce Award of "Successful proposer"     | January 15, 2010 (on or about) |
| Contract Execution                          | February 1, 2010 (on or about) |

***NOTE: DOTD reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.***

## **3.0 PROPOSAL INFORMATION**

### **3.1 Proposal Response Location**

Proposers who are interested in providing consulting services under this RFP should submit all proposals containing the information specified in Section 4.0. The fully completed original proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator designated above by the deadline date specified in the Calendar of Events. Fax or e-mail submissions are not acceptable.

### **3.2 *Determination of Responsibility***

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. DOTD must find that the Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

### **3.3 *Desired Qualifications of Proposer***

It is highly desirable that the Proposer should at minimum possess the following qualification at the time of proposal submittal:

1. Familiarity with Federal Transit Administration rules and regulations and coordination initiatives
2. Experience in managing, overseeing or planning transit projects
3. Familiarity with transit marketing strategies
4. Experience with financial and maintenance tracking software system
5. Experience in developing and conducting workshops
6. Experience in developing newsletters and website design

The Proposer should ensure that their proposals contain sufficient information for DOTD to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

### **3.4 *Revisions to the RFP***

DOTD reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

### **3.5 *Waiver of Administrative Informalities***

DOTD reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

### **3.6 *Proposal Rejection***

Issuance of this RFP in no way constitutes a commitment by DOTD to award a contract. DOTD reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in DOTD's best interest.

### **3.7 *Withdrawal of Proposal***

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator.

### **3.8 Subcontracting Information**

DOTD shall have a single Prime-Consultant as the result of any contract negotiation, and that Prime-Consultant shall be responsible for all deliverables referenced in the RFP and proposal. This general requirement notwithstanding, consultants may enter into Sub-Consultant arrangements, however the Prime-Consultant should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the Sub-Consultant. Information required of the proposer under the terms of this RFP is also required for each Sub-Consultant. Unless provided for in the contract with DOTD, the Prime-Consultant shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of DOTD.

### **3.9 Ownership of Proposal**

All materials submitted in response to this request become the property of DOTD. Selection or rejection of a proposal does not affect this right.

### **3.10 Proprietary Information**

Only information, which is in the nature of legitimate trade secrets or non-published financial data, may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### **3.11 Cost of Preparing Proposals**

DOTD is not liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by DOTD.

### **3.12 Errors and Omissions in Proposal**

DOTD shall not be liable for any errors in proposals. DOTD reserves the right to make corrections or amendments due to patently obvious errors in proposals by DOTD or the proposer. DOTD, at its option, has the right to request clarification or additional information from the proposers.

### **3.13 Contract Award and Execution**

DOTD reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. **DOTD reserves the right to contract for all or a partial list of services offered in the proposal.**

The RFP and proposal of the selected Consultant will become part of any contract initiated by DOTD. The selected Consultant will be expected to enter into a contract which is substantially the same as the sample contract included in Attachment V. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected Consultant.

If the contract negotiation period exceeds 10 working days or if the selected Consultant fails to sign the final contract within 10 working days of delivery of it, DOTD may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### **3.14 Code of Ethics**

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

## **4.0 RESPONSE INSTRUCTIONS**

### **4.1 Proposal Submission**

One original (**stamped original**) and **six** copies of the proposal shall be submitted to DOTD. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive. Name(s) of the Proposer listed, must precisely match the name(s) filed with the Louisiana Secretary of State, Corporation Division, if proposer is a corporation.

The proposal will be identified with the State Project No. **741-99-0215** and will be submitted **prior to 3:00 p.m. CST on Monday, December 28, 2009**, by hand delivery or mail addressed to:

Mr. Edward R. Wedge, III, P.E.  
Consultant Contract Services Administrator  
1201 Capitol Access Road, **Room 405-T**  
Baton Rouge, LA 70802-4438 or  
Post Office Box 94245  
Baton Rouge, Louisiana 70804-9245  
Telephone: (225) 379-1989  
Fax: (225) 379-1857

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not received timely, shall not be considered.

### **4.2 Cover Letter**

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

### **4.3 Proposal Format**

The proposer should submit a proposal as specified in Attachment II which shall include adequate information that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein. The proposer should submit a work plan reflecting their understanding of the project. The proposer should respond to all areas requested.



#### **4.4 Price Proposal**

The proposer shall submit a Price Proposal (Attachment III) to perform the services shown in the scope of services.

#### **4.5 Certification Statement**

The Proposer shall sign and submit the Certification Statement shown in Attachment IV.

### **5.0 EVALUATION AND SELECTION**

#### **5.1 Evaluation Team**

The evaluation of proposals shall be accomplished by a five person DOTD Project Selection Committee, which shall determine the proposal most responsive and advantageous to DOTD. It is the intent of DOTD to select a single Consultant to supply all of the services for the successful completion of the project.

#### **5.2 Administrative and Mandatory Screening**

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

#### **5.3 Evaluation and Review**

Each proposal shall be rated for categories one through four, with 0 being the lowest score and 25 being the highest possible score shown for each category.

No interviews or oral presentation will be held.

The proposer with the lowest total price (price for all objectives) shall receive 25 points. Other proposers will receive points for price based upon the following formula:

$$\text{Price Score} = \frac{\text{Lowest Proposed Total Price} \times 25}{\text{Consultant's Proposed Total Price}}$$

| <b>CATEGORY</b>   | <b>HIGHEST POSSIBLE SCORE</b> |
|---|-------------------------------|
| 1) Firm experience on similar projects                                | 25                            |
| 2) Personnel experience as related to the project                     | 25                            |
| 3) Proposer's understanding of the project (approach and methodology) | 25                            |
| 4) Price  | 25                            |
| <b>Total</b>  | <b>100</b>                    |

All proposals shall be evaluated as indicated for Items 1-4. The proposer's ratings in each category shall be added to arrive at the proposer's total score. The Project Selection Committee shall compile the scores and make a recommendation to the DOTD Secretary based on highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

#### **5.4     *Announcement of Successful Proposer***

DOTD will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.

### **6.0     CONSULTANT REQUIREMENTS**

#### **6.1     *Corporation Requirements***

Upon the award of the contract, if the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract. Upon the award of the contract, if the Consultant is a for-profit corporation whose stock is not publicly traded, the Consultant shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

#### **6.2     *Compensation***

Compensation to the Contractor for the services rendered for this project shall be made at billable rates and other detail costs specified in the Contractor's proposal, for a maximum compensation proposed by the Contractor for all services, payable in installments as specified in Sub-Section 6.3, Billing and Payment. Payment is based on the hours worked for a particular classification.

#### **6.3     *Billing and Payment***

Payments to the Contractor for services rendered for this Project shall be made monthly based on a certified and itemized invoice showing line item costs incurred on the proposed rates. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification established from the Contractor's Proposal. These rates shall be used for the duration of the Contract. Travel shall be reimbursed according with the State Travel Regulations. DOTD will allow adjustments for travel and other detailed costs between Tasks, up to the maximum established from the Contractor's proposed costs.

Any charges for approved services other than labor shall be detailed to include vendor name, cost, and description. Final payment for these costs will be adjusted after project completion, or at the request of the Project Manager, to reflect the actual costs experienced by the Consultant during the course of this contract as determined by DOTD's Audit Section following the post audit of this contract. However, in no event shall such an adjustment allow the contract cost to exceed the maximum limitation imposed thereon. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31 of the (FARS) as appropriate.

The original and two copies of the invoice shall be submitted to the Project Manager. The invoice must be signed and dated by the Consultant.

Upon receipt and approval of each invoice, DOTD shall pay the amount due within 30 calendar days.

### **6.3 Contract Terms & Conditions**

The Consultant will be required to enter into a contract with DOTD that is basically the same as Attachment V. Any changes to those terms will be negotiated if state law allows such negotiation.

### **6.4 Indemnification**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Consultant shall be fully liable for the actions of its agents, employees, partners or Sub-Consultants and shall fully indemnify and hold harmless DOTD and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Consultant, its agents, employees, partners or Sub-Consultants, without limitation; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of DOTD.

Consultant shall indemnify, defend and hold DOTD and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that DOTD shall give the Consultant: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Consultant's sole expense, and (iii) assistance in the defense of any such action at the expense of Consultant. Where a dispute or claim arises relative to a real or anticipated infringement, DOTD or its Authorized Users may require Consultant, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Consultant shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Consultant; iii) Authorized User's use in other than the specified operating conditions and environment. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Consultant believes that it may be enjoined, Consultant shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for DOTD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to DOTD up to the dollar amount of the Contract.

For all other claims against the Consultant where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Consultant's liability for direct damages, shall be the greater of \$100,000, the dollar amount of

the Contract, or two (2) times the charges rendered by the Consultant under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Consultant is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. DOTD and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Consultant, retain such monies from amounts due Consultant, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

#### **6.6 Confidentiality**

All financial, statistical, personal, technical and other data and information relating to DOTD's operation which are designated confidential by DOTD and made available to the consultant in order to carry out this contract, or which become available to the Consultant in carrying out this contract, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DOTD. The identification of all such confidential data and information as well as DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DOTD in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by DOTD to be adequate for the protection of DOTD's confidential information, such methods and procedures may be used, with the written consent of DOTD, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the consultant outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance is the Consultant to discuss and/or release information to the media concerning this project without prior express written approval of the DOTD.

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## ATTACHMENT I

### SCOPE OF SERVICES FUNCTIONAL AND TECHNICAL REQUIREMENTS

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The selected Consultant shall provide technical assistance services for public transportation providers of the State. Assistance will include the publication of a newsletter, plan updates, technical and Information Technology assistance, workshops, site visits, and training as needed. All travel will be in accordance with Louisiana Office of State Travel regulations found at: <http://www.state.la.us/osp/travel/travelOffice.htm>.

**Task 1:** Publish the established Louisiana Transitions quarterly newsletter via Internet link to Public Transportation website via Internet link:

<http://www.dotd.la.gov/intermodal/transit/publications/publications.htm>

and provide 25 hard copies utilizing high grade white paper with a minimum of 4 pages with each page to measure 8-1/2" x 11" and a maximum of 10 pages. Publication of newsletter will begin on the following quarter after execution of contract and every quarter thereafter for a period of three (3) years.

- Develop format compatible with DOTD's capabilities .
- Research current transit-related events and issues. Collect and compile data and information from relevant national, state and local sources. This shall include a minimum of one interview with a transit entity per quarter, gathering information and/or photos for "spotlight" articles, composing, writing and editing articles according to accepted journalistic practices.
- Compose and layout articles and present draft to DOTD for approval.

**Task 2:** Develop ridership and maintenance tracking system for transit providers, this system is to be established on LADOTD Public Transportation website.

- Provide technical assistance to both the DOTD and providers throughout Louisiana regarding the implementation of the ridership and maintenance tracking system for Louisiana.
- Provide web-based technical assistance to the DOTD regarding mass emailing to client base.
- Provide input to DOTD's website maintenance.

The consultant will be responsible for providing support, enhancements, and maintenance for the application for the life of the contract. Any application system that is developed shall comply with LADOTD's application development standards and adhere to LADOTD's Policy and Procedure Memorandum No. 42. The system's source code will become the property of LADOTD at the end of the project. LADOTD will host the application in it web server. The application shall meet all LADOTD server requirements. The Consultant will be responsible for turning over all data and system source code to LADOTD, and provide training to Project Manager and other designated employees on the use, maintenance, and enhancement of the systems.

**Task 3:** Review and update strategies and provide technical assistance in order to enhance coordination efforts between transportation providers and users in all parishes.

- Update Statewide Coordination Plan each year over the three year period as necessary.
- Assist the regional coordination districts with their on-going coordination activities.
- Develop up to six (6) workshops and course materials (DOTD will determine and provide location and cover expenses associated with meeting facilities). One of these workshops will address mandated coordination of transportation resources and provide manual on setting up a coordinated system based on several coordination options, including consolidated parish-wide, regional and various types of coordinated transit systems.
- Provide onsite technical assistance to approximately 10 new start transit providers on an as needed basis not to exceed 50 days total or an average of 5 days per provider over the three year contract period.
- Provide technical support to the DOTD regarding state level coordination activities. This may include attending meetings with state agencies regarding coordination.
- Assist DOTD on coordination issues as directed by the project manager, not to exceed 60 hours in the 3 year period.

**Task 4:** Conduct a maximum of the equivalent of nine (9) 1-day workshops over the three year contract period on an as needed basis to be arranged by DOTD. Topics and location within the state to be determined by DOTD but could include any of the following:

- Bus Safety & Security
- Marketing
- Title VI
- Financial management and reporting
- Performance evaluation
- Policies and procedures
- Management principles
- Ridership and service profiles
- Scheduling and dispatching
- Drug and Alcohol

**Task 5:** Bus and Fixed Guideway Safety & Security

- Review FTA Safety & Security Program guidance yearly and make recommendations in a report yearly to ensure compliance.
- Provide up to 100 hours yearly of technical support via mail, email or telephone to transit systems to assist in developing and/or updating their local Bus Safety & Security Plans.
- Provide 100 hours yearly of technical assistance to the DOTD in its role as the State Safety Oversight agency on fixed guideway safety & security issues. This could include revising the State Standard as necessary; attending meetings with DOTD and its fixed guideway provider(s); providing technical support on reviewing submissions from fixed guideway operator(s); etc.

**Task 6:** Other New and or Expanded Programs and Technical Support

- Provide technical support to DOTD with reviewing FTA regulations on new and/or expanded programs (JARC/New Freedom) and assist in formulation of and/or updating DOTD's policies and procedures, and revision and development of the combined State Management Plans. Estimated 100 hours of effort.
- Update and revise DOTD's Agency Administration Handbook
- Conduct up to 40 provider site visits in the 3-year contract period to review transit system compliance with regulations (topics to be determined). Map location can be found at:  
<http://www.dotd.la.gov/intermodal/transit/images/StateMapPublicTransitPrograms.jpg>
- Provide technical support to the DOTD regarding Title VI compliance. This will include developing a Public Transportation Title VI Plan for transit agencies and providing training.

Information regarding topic(s) will be provided by DOTD as well as meeting facilities. The contractor will provide any required handouts as needed which could include workbooks on compliance requirements.

**Task 7: Provide Technical Support and Monitoring for the LASWIFT Program (150 hours monthly)**

- Provide technical support to DOTD regarding the LASWIFT Program.
  - Provide scheduling services for LA Swift and coordinate LA Swift connectivity to CATS, NORTA, and other transit systems at intermediate stops.
  - Assist and/or represent DOTD at meeting pertaining to LASWIFT.
- Provide monitoring of the LASWIFT program to include at a minimum:
  - Validate fare box collection reports.
  - Manage, in coordination with DOTD, the LASWIFT complaint system and track actions/responses for resolving each complaint until it is resolved.
  - Provide a quality control process employing 'ghost riders' to evaluate customer satisfaction and contractor compliance with expectations for high quality service. Ghost riders will evaluate a minimum of four (4) Baton Rouge – New Orleans (or New Orleans – Baton Rouge) trips each week. Ghost rider reports will be provided along with regular monthly reports.

## **ATTACHMENT II PROPOSAL FORMAT**

### **1. Executive Summary**

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name, phone number, email address and the stipulation that the proposal is valid for a time period of one year from the date of submission. This section should include a summary of the proposer's qualifications and ability to meet the DOTD's overall requirements.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The proposer should address the specific language in Attachment V and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording shall be resolved during contract negotiations, the intent of the provisions shall not be substantially altered.

### **2. Corporate Background and Experience**

The purpose of this item is to provide information to evaluate the relevant experience, resources, and qualifications of the proposer.

In this section the proposer should provide:

- a. An *organizational chart* displaying overall organizational structure, including sub-consultants.
- b. A *record of prior successful experience* in services similar to that sought through this RFP. Proposals should include the number and a concise description of projects and inclusive dates successfully completed. Proposals should specify the extent of responsibility of key proposed project staff on these prior projects
- c. A *customer references listing* for related work completed in the last twenty-four (24) months. Each reference should include the name and telephone number of a contact person.
- d. A *Statement of the Proposer's other business or contractual obligations* and the involvement in any past or current litigation.
- e. A *Statement that the firm is financially solvent* and capable to provide needed services over the thirty six-month (36) project period.

DOTD reserves the right to contact references to verify information in the proposal.

### **3. Proposed Project Staff**

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.



This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

If a sub-consultant will be used, the proposer should clearly identify any sub-consultant arrangements, and provide similar information as requested for the Consultant's staff.

#### **4. Approach and Methodology**

Proposers should provide:

- Proposer's understanding of the nature of the project and how their proposal will best meet the needs of the DOTD.
- Proposers should define their functional approach in identifying the tasks necessary to meet requirements.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, staffing.

#### **5. Cost Information**

- A. The proposer hourly rates shall be provided for all classifications for each Task and shall include the Contractors overhead and Profit.
- B. The proposer shall also provide a total cost for the all of the services described in Attachment I. **The total cost provided will be the cost evaluated.**
- C. If the Proposer expects to be reimbursed for travel, and project related expenses, then these costs must be included in the required cost statement per each Task. Any incurred travel cost will be in accordance with the most current State's Travel Regulations as detailed in the Louisiana Travel Guide. (Travel Guide/PPM 49)
- D. The Proposer should use Attachment III to submit pricing information.

#### **6. Administrative Information**

- A. Provide a completed Certification Statement as shown in Attachment IV.

## ATTACHMENT III

### PRICE PROPOSAL

**Seven separate** Cost Statements, like the ones below, will be required for **each of the seven Tasks**, shown in the subparagraphs of the Scope of Services. The total price of the seven Tasks will be used in determination of the price rating. **The proposed Hourly Rates should be provided for all classifications for each Task and shall include the Consultant's overhead and profit.**

All costs must be stated.

|   |   |              |            |    |
|---|---|--------------|------------|----|
| <b>REQUIRED COST STATEMENT</b>          |   |              |            |    |
| <b>TASK 1</b>                           |   |              |            |    |
| <b>Personnel:</b>                       |   |              |            |    |
| Project Manager                         | @ | □ hours each | X \$ /hour | \$ |
| Project Personnel                       | @ | □ hours each | X \$ /hour | \$ |
| (By Classification)                     |   |              |            |    |
| Project Personnel                       | @ | □ hours each | X \$ /hour | \$ |
| (By Classification)                     |   |              |            |    |
| Other Detailed Costs (Including Travel) |   |              |            | \$ |
| Sub Total Task 1:                       |   |              |            | \$ |

|   |   |              |            |    |
|---|---|--------------|------------|----|
| <b>REQUIRED COST STATEMENT</b>          |   |              |            |    |
| <b>TASK 2</b>                           |   |              |            |    |
| <b>Personnel:</b>                       |   |              |            |    |
| Project Manager                         | @ | □ hours each | X \$ /hour | \$ |
| Project Personnel                       | @ | □ hours each | X \$ /hour | \$ |
| (By Classification)                     |   |              |            |    |
| Project Personnel                       | @ | □ hours each | X \$ /hour | \$ |
| (By Classification)                     |   |              |            |    |
| Other Detailed Costs (Including Travel) |   |              |            | \$ |
| Sub Total Task 2:                       |   |              |            | \$ |

|   |   |              |            |    |
|---|---|--------------|------------|----|
| <b>REQUIRED COST STATEMENT</b>          |   |              |            |    |
| <b>TASK 3</b>                           |   |              |            |    |
| <b>Personnel:</b>                       |   |              |            |    |
| Project Manager                         | @ | □ hours each | X \$ /hour | \$ |
| Project Personnel                       | @ | □ hours each | X \$ /hour | \$ |
| (By Classification)                     |   |              |            |    |
| Project Personnel                       | @ | □ hours each | X \$ /hour | \$ |
| (By Classification)                     |   |              |            |    |
| Other Detailed Costs (Including Travel) |   |              |            | \$ |
| Sub Total Task 3                        |   |              |            | \$ |

|   |   |                                     |            |    |
|---|---|-------------------------------------|------------|----|
| REQUIRED COST STATEMENT                 |   |                                     |            |    |
| TASK 4                                  |   |                                     |            |    |
| Personnel:                              |   |                                     |            |    |
| Project Manager                         | @ | <input type="checkbox"/> hours each | X \$ /hour | \$ |
| Project Personnel                       | @ | <input type="checkbox"/> hours each | X \$ /hour | \$ |
| (By Classification)                     |   |                                     |            |    |
| Project Personnel                       | @ | <input type="checkbox"/> hours each | X \$ /hour | \$ |
| (By Classification)                     |   |                                     |            |    |
| Other Detailed Costs (Including Travel) |   |                                     |            | \$ |
| Sub Total Task 4                        |   |                                     |            | \$ |

|   |   |                                     |            |    |
|---|---|-------------------------------------|------------|----|
| REQUIRED COST STATEMENT                 |   |                                     |            |    |
| TASK 5                                  |   |                                     |            |    |
| Personnel:                              |   |                                     |            |    |
| Project Manager                         | @ | <input type="checkbox"/> hours each | X \$ /hour | \$ |
| Project Personnel                       | @ | <input type="checkbox"/> hours each | X \$ /hour | \$ |
| (By Classification)                     |   |                                     |            |    |
| Project Personnel                       | @ | <input type="checkbox"/> hours each | X \$ /hour | \$ |
| (By Classification)                     |   |                                     |            |    |
| Other Detailed Costs (Including Travel) |   |                                     |            | \$ |
| Sub Total Task 5                        |   |                                     |            | \$ |

|   |   |                                     |            |    |
|---|---|-------------------------------------|------------|----|
| REQUIRED COST STATEMENT                 |   |                                     |            |    |
| TASK 6                                  |   |                                     |            |    |
| Personnel:                              |   |                                     |            |    |
| Project Manager                         | @ | <input type="checkbox"/> hours each | X \$ /hour | \$ |
| Project Personnel                       | @ | <input type="checkbox"/> hours each | X \$ /hour | \$ |
| (By Classification)                     |   |                                     |            |    |
| Project Personnel                       | @ | <input type="checkbox"/> hours each | X \$ /hour | \$ |
| (By Classification)                     |   |                                     |            |    |
| Other Detailed Costs (Including Travel) |   |                                     |            | \$ |
| Sub Total Task 6                        |   |                                     |            | \$ |

|   |   |                                     |            |    |
|---|---|-------------------------------------|------------|----|
| REQUIRED COST STATEMENT                 |   |                                     |            |    |
| TASK 7                                  |   |                                     |            |    |
| Personnel:                              |   |                                     |            |    |
| Project Manager                         | @ | <input type="checkbox"/> hours each | X \$ /hour | \$ |
| Project Personnel                       | @ | <input type="checkbox"/> hours each | X \$ /hour | \$ |
| (By Classification)                     |   |                                     |            |    |
| Project Personnel                       | @ | <input type="checkbox"/> hours each | X \$ /hour | \$ |
| (By Classification)                     |   |                                     |            |    |
| Other Detailed Costs (Including Travel) |   |                                     |            | \$ |
| Sub Total Task 7                        |   |                                     |            | \$ |

**NOTE: The proposer shall also provide a total cost statement for the all of the services. The total cost provided will be the cost evaluated.**

| <b>REQUIRED COST STATEMENT</b>          |   |                                     |      |       |
|---|---|-------------------------------------|------|-------|
| <b>TOTAL</b>                            |   |                                     |      |       |
| Personnel:                              |   |                                     |      |       |
| Project Manager                         | @ | <input type="checkbox"/> hours each | X \$ | /hour |
| Project Personnel                       | @ | <input type="checkbox"/> hours each | X \$ | /hour |
| (By Classification)                     |   |                                     |      |       |
| Project Personnel                       | @ | <input type="checkbox"/> hours each | X \$ | /hour |
| (By Classification)                     |   |                                     |      |       |
| Other Detailed Costs (Including Travel) |   |                                     |      | \$    |
| Total                                   |   |                                     |      | \$    |

**NOTE: If Proposer expects to be reimbursed for travel, and other project expenses, then these costs must be included in Other Detailed Cost (Including Travel) on the required cost statement for each Task.**

**NOTE: All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations found at:**  
<http://www.state.la.us/osp/travel/travelOffice.htm>.

**ATTACHMENT IV**  
**CERTIFICATION STATEMENT**

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The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT:** DOTD requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below:  
(Print Clearly):

Date: \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (\_\_\_\_) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

D. Telephone Number: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to DOTD or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer quote is valid for at least one year from the date of Consultant's signature below;
- (5) Proposer understands that if selected as the successful Consultant, he/she will have ten business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE of Proposer's Authorized Representative

\_\_\_\_\_  
DATE

**ATTACHMENT V**  
**SAMPLE**  
**CONSULTING SERVICES CONTRACT**

**STATE OF LOUISIANA**  
**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**STATEWIDE TECHNICAL ASSISTANCE FOR TRANSIT**  
**STATE PROJECT NO. 741-99-0215**  
**F.A.P. Nos. LA-18-X022, LA-18-X023, LA-18-X024, LA-18-X025,**  
**LA-80-X016 & LA-80-X017**

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the **Louisiana Department of Transportation and Development**, hereinafter referred to as "DOTD", and \_\_\_\_\_, a private consulting firm, hereinafter referred to as "Consultant";

WITNESS TO: That;

WHEREAS, Section 5311 and 5313(b) of the Federal Transit Act, as amended, provides funds for technical assistance; and

WHEREAS, the DOTD has elected to utilize the services of the Consultant to provide direct assistance to the DOTD in these programs; and

WHEREAS, the Consultant is agreeable to rendering such services for the DOTD as set forth hereinafter for fees satisfactory to the DOTD;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE 1: PROJECT IDENTIFICATION**

State Project No. **741-99-0215** and F.A.P. Nos. **LA-18-X022, LA-18-X023, LA-18-X024, LA-18-X025, LA-80-X016 & LA-80-X017** have been assigned to this contract for identification purposes. All correspondence, invoices, progress reports, etc., submitted to DOTD in connection with this contract shall be identified by these project numbers.

**ARTICLE 2: SCOPE OF CONTRACT SERVICES**

The work to be undertaken under this contract shall consist of the work tasks specified in **Exhibit A (attached)** which is attached hereto and made an integral part hereof. The attached work tasks are general in scope and the final determination of the completeness of each task will be determined by the Project Manager to be assigned by DOTD.

All matters relating to this contract will be processed through a "Project Manager" who will be identified in the "**Notice to Proceed**" with the work.

### **ARTICLE 3: TERMS OF CONTRACT**

This Contract shall begin on **XXXXX, 2010**, and shall end on **XXXXX, 2013**, unless modified by an executed supplemental agreement. Notwithstanding the foregoing, in no event shall this Contract be valid until it has been approved, in writing, by the Director of the Office of Contractual review of the Division of Administration. Such approval authorizes a Contract term for not more than three years.

The Consultant shall proceed with the work specified herein after the execution of this contract and upon the Notice to Proceed from DOTD. Each month thereafter, the Consultant shall prepare a progress report for the Project reflecting in detail the status of the work (to include project completion percentage) and submit said report to the Project Manager along with an **original and three copies** of the monthly invoice as provided hereinafter under Article 5, PAYMENTS.

### **ARTICLE 4: COMPENSATION**

Compensation to the Consultant for the services rendered in connection with this contract will be made at billable rates and other detailed costs specified in the Consultant's proposal, for a maximum compensation of \$\_\_\_\_\_.

### **ARTICLE 5: PAYMENTS**

Payments to the Consultant for services rendered will be made monthly based on a certified, itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification. Any charges for approved services other than labor shall be detailed to include vendor name, cost, and description. The approved billable rates for each classification are as follows:

| <b>Classification</b>      | <b>Rate</b> |
|----------------------------|-------------|
| Principal                  |             |
| Project Manager            |             |
| Sr. Transportation Planner |             |
| Transportation Engineer    |             |
| Transportation Planner II  |             |
| Transportation Planner I   |             |
| Clerical                   |             |

The invoice shall show the total amount earned to the date of submission, and the amount due and payable as of the invoice including the direct expenses. The invoice shall reflect a five percent (5%) deduction on the total sum exclusive of direct expenses as an amount to be retained by DOTD until satisfactory completion of the work required. DOTD will release the retainage to the consultant upon satisfactory completion and acceptance by DOTD of all tasks performed by the consultant. Release of the retained amount or a portion of the retained amount shall be determined by the results of an interim and/or a post audit of the project.

The invoice shall be directly related to the Monthly Progress Report. DOTD will not approve any invoice in which the proportional amount of the total contract fee exceeds the percentage of project completion by more than five percent (5%). Payments will also be made monthly for other detailed costs including travel chargeable and identifiable to this specific Contract; provided such charges are substantiated by documentation subject to audit. Other detailed costs including travel will be disallowed if subsequent audits reveal that adequate bookkeeping has not been maintained. It is understood that the firm's entire books must segregate these items out of general overhead figures.

Other detailed costs including travel expenses are inclusive of the maximum limitation. Payments for other detailed costs including travel which are not covered as an item of overhead will be based on receipt of a certified billing statement reflecting the detailed costs and travel expenses to the Consultant with no override for handling. The allowable costs shall be in accordance with the cost principles and procedures set forth in Federal Acquisition Regulation (FAR) Part 31, Contract Cost Principles and Procedures for State and Local Governments.

All costs charged to the project shall be supported by applicable documentation which is to be retained by the Consultant in the official project file. Such documentation shall include copies of employee time sheets, and invoices for other direct costs (telephone, materials, travel expenses, etc.) charged to the project. The official project file, subject to inspection and audit by the DOTD and/or Legislative Auditor, FTA, the U.S. General Accounting Office or other federal agency, shall be retained for a period of five (5) years from the date of final payment, as determined by DOTD.

The maximum limitation specified herein may be revised in the event of changes in the scope, complexity or character of work or because of justifiable increases in the Consultant's cost of performing the work, but only upon receipt of the prior written approval of the DOTD.

The original and three (3) copies of the invoice shall be submitted to the Project Manager. The invoice must be signed and dated by a principal member of the Consultant's firm.

Upon receipt and approval of each invoice, DOTD shall pay the amount due within thirty (30) calendar days, in accordance with Louisiana Revised Statutes 48:251.5.

## **ARTICLE 6: AUDITS**

A post-audit shall be conducted by the DOTD Audit Section to determine compliance with the terms of this contract and eligibility of contract expenses for which reimbursement was received. This audit shall be made in accordance with generally accepted auditing and accounting procedures, including the Government Auditing Standards set forth in 48 CFR 31 of the Federal Acquisition Regulations System (FARS), and state travel regulations in effect during the contract period, which are incorporated herein by reference as if copied in extenso, and available for inspection or copying in the office of the DOTD Audit Director. Final payment for these costs will be adjusted after completion of the project to reflect the actual work performed and the direct expenses experienced by the Consultant during the course of the contract, and as determined by the Department's Audit Section following the post audit of the contract. However, in no event shall such an adjustment allow the contract costs to exceed the maximum limitation imposed thereon.



The Consultant may request (through the Project Manager) an interim audit to be performed halfway through the contract period if at least half of the total contract amount has been expended.

#### **ARTICLE 7: SCOPE OF WORK**

(1) Consultant shall make available to DOTD technically competent personnel for the purpose of providing the services required to accomplish the tasks prescribed in **Exhibit A**, Scope of Work, in the manner described herein. Each such task will be considered complete when the completion criteria, as defined in the applicable tasks, are met.

(2) Each Task specified in Scope of Work contains, at a minimum, a description of the task, a Statement of the Consultants responsibilities, completion criteria, and a list of deliverable items (if any). The aggregate of the costs for all Task Schedules shall not exceed the maximum fee stated in the Compensation section of this contract.

(3) The Consultant agrees to perform the services for which the Consultant is responsible, that Consultant to accomplish this work in the manner stated in the Scope of Work, and to provide the deliverable items as required. This performance is predicated, however, on DOTD meeting its responsibilities in the manner described in the Scope of Work.

#### **ARTICLE 8: CONSULTANT RESOURCES**

(1) *Project Staff.* Consultant shall provide competent and qualified project staff as specified for the applicable task schedule in Scope of Work.

(2) *Consultant Personnel.* DOTD reserves the right to disapprove the continuing assignment of Consultant personnel provided under this Contract. If DOTD exercises this right, and the Consultant cannot immediately replace the disapproved personnel, DOTD agrees to an equitable adjustment in schedules that may be affected hereby.

The Consultant shall not remove, replace or substitute any key personnel assigned to this contract without the prior written consent of the DOTD. DOTD will not unreasonably withhold or delay consent if the Consultant offers an equally qualified replacement. In the event that any of the Consultant's personnel become unavailable due to resignation, illness or other factors outside of the Consultant's control (excluding assignment to a project outside the contract), the Consultant shall be responsible for providing an equally qualified replacement, subject to DOTD's approval, to avoid delays in completing tasks.

(3) Any special resources identified in Scope of Work shall be provided by the Consultant.

#### **ARTICLE 9: ACCEPTANCE OF DELIVERABLES**

(1) *General.* Except where this Contract provides otherwise, work will be accepted if it has been performed in accordance with the applicable task completion criteria specified in Scope of Work.

(2) *Submittal and Review.* Upon written notification by Consultant that a Deliverable is completed and available for review and acceptance, DOTD will review the Deliverable within 10

business days after the Deliverable is presented to DOTD Project Manager. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

(3) *Notification of Acceptance or Rejection.* If DOTD disapproves a Deliverable, DOTD will notify Consultant in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved. With respect to disapproved Deliverables, the parties agree to repeat the process for a maximum of three iterations. The payment by DOTD for completed tasks is contingent upon correction of all such deficiencies and acceptance by DOTD.

## **ARTICLE 10: CONTRACT CHANGES AND AMENDMENTS IN WRITING**

Any changes, extensions or modifications in the scope of services required under this contract will require a fully executed supplemental agreement to this contract, however, no such extension can be approved that would cause the contract to exceed thirty six (36) months. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

## **ARTICLE 11: OWNERSHIP OF DOCUMENTS**

Upon completion of this contract, or if terminated earlier, all software and data source documents, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of DOTD and shall be delivered to DOTD within thirty (30) days of the completion or termination of this contract. In addition, all data sources collected by the Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, will be available for examination by the DOTD. The Consultant will also make available to the DOTD, in summary form, all updated planning data. The data source documents must be retained by the Consultant for a period of three (3) years; however, prior to the disposal of any data the consultant shall obtain the prior written approval of the DOTD.

## **ARTICLE 12: DELAYS AND EXTENSIONS**

The Consultant will be given an extension of time for delays beyond its control or for those caused by tardy approvals of work in progress by various official agencies, however, no such extension can be approved that would cause the contract to exceed thirty six (36) months. If, in the opinion of the DOTD's Deputy Secretary, circumstances indicate a need for re-negotiation, then the fees stipulated herein for work accomplished after the delay period will be subject to re-negotiation. It will be the responsibility of the Consultant to request re-negotiation promptly and no fee adjustment will be made for work performed prior to such request.

## **ARTICLE 13: TERMINATION OR SUSPENSION**

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the DOTD and all payments required to be made to the Consultant have been made; but this contract may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the DOTD as a consequence of the failure of the Consultant to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Consultant.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
4. By satisfactory completion of all services and obligations described herein.
5. By the DOTD by giving thirty (30) days prior written notice to the Consultant in writing and paying for all previously completed work.
6. By the DOTD due to withdrawal of Federal or State funding for the project.

If termination is made by the DOTD under condition 5 after work has started, the Consultant will be paid for all detailed costs including travel expenses incurred and for all services rendered on the basis of its certified and itemized direct payroll cost plus the applicable percentage rates to cover payroll additives and overhead.

Upon termination the Consultant shall deliver to the DOTD a report in complete detail of all findings and all obtained data for the DOTD's use as well as all records of the work compiled to the date of termination, and the DOTD shall pay in full for all work accomplished up to the date of termination.

Should the DOTD desire to suspend the work but not terminate the contract, it may do so by giving Consultant written notice thirty (30) days in advance of the date the work is to be suspended. DOTD may cause the work to be reinstated and resumed in full force by providing Consultant with written notice sixty (60) days in advance of the date the work is to be resumed.

#### **ARTICLE 14: AVAILABILITY OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to DOTD except for payments which have been earned prior to the termination.

#### **ARTICLE 15: ASSIGNMENT**

Consultant shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment, donation or novation), without prior written consent of DOTD, provided however, that claims for money due or to become due to the Consultant from DOTD may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to DOTD and to the Office of Contractual Review, Division of Administration.

## **ARTICLE 16: PUBLIC LIABILITY**

The Consultant shall indemnify and hold harmless the DOTD against any and all claims, demands, suits and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Consultant, its agents, servants or employees while engaged upon or in connection with the services, required or performed by the Consultant hereunder.

## **ARTICLE 17: TAX LIABILITY**

Consultant hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be said contractor's obligation and identified under contractor's federal tax identification number \_\_\_\_\_.

## **ARTICLE 18: CLAIM FOR LIENS**

The Consultant shall hold the DOTD harmless from any and all claims for liens for labor, services or material furnished to the Consultant in connection with the performance of its obligations under this contract.

## **ARTICLE 19: COMPLIANCE WITH LAWS**

The Consultant shall comply with applicable Federal, State and Local laws and ordinances, as shall all others employed by it in carrying out the provisions of this contract.

## **ARTICLE 20: COMPLIANCE WITH CIVIL RIGHTS ACT**

The following requirements apply to this contract:

(1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. ' 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. ' 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. ' 12132, and Federal transit law at 49 U.S.C. ' 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, sexual orientation, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this contract:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. ' 2000e, and Federal transit laws at 49 U.S.C. ' 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S.DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. ' 2000e note), and with any applicable Federal statutes,

executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. ' ' 623 and Federal transit law at 49 U.S.C. ' 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. ' 12112, the Consultant agrees that it will comply with the requirements of U.S.

Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **ARTICLE 21: DISADVANTAGED AND WOMEN OWNED BUSINESS ENTERPRISES**

(a) Policy. It is the policy of the U.S. Department of Transportation and the Louisiana D.O.T.D. that Disadvantaged Business Enterprises as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Consultant agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Contract. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Consultant shall not discriminate on the basis of race, color, national origin, religion, age, sex, or physical handicap in the award and performance of subcontracts.

It is further the policy of D.O.T.D. to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvements in all phases of D.O.T.D. procurement activities are encouraged.

(b) DBE Obligation. The Consultant and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Contract. In that regard, all Consultants and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where the Consultant is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, D.O.T.D. may declare the Consultant noncompliant and breach of contract.

(d) The Consultant will keep records and documents for a reasonable time following performance of this contract to indicate compliance with D.O.T.D. DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of D.O.T.D. and will be submitted to D.O.T.D. upon request.

## **ARTICLE 22: DISPUTES**

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties hereto shall be referred to the DOTD's Deputy Secretary for determination. Final decision in the matter shall be RS39:1524-1526.

## **ARTICLE 23: PROGRESS INSPECTIONS**

During the progress of the work, representatives of the DOTD, the FTA and of other interested parties when so named herein shall have the right to inspect the progress of work and the facilities used by the Consultant in conducting this project.

## **ARTICLE 24: ENERGY CONSERVATION**

The Consultant shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. ' ' 6321 et.seq. (Public Law 94-163).

## **ARTICLE 25: RIGHTS IN DATA AND COPYRIGHTS**

The term "subject data" used in this section means recorded information whether or not copyrighted that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs, text in specifications or related performance or design-type documents, machine forms such as punched cards, magnetic tape, or computer memory printouts, and information retained in computer memory. Examples include but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information.

The term does not include financial reports, cost analyses, and similar information incidental to Project administration.

The following restrictions apply to all subject data first produced in the performance of this Contract:

(1) Except for its own internal use, the Consultant may not publish or reproduce subject data in whole or in part or in any manner or form nor may the Consultant authorize others to do so without the written consent of the DOTD until such time as the DOTD and the Government either release or approve the release of such data to the public.

(2) As authorized by 49 CFR ' 18.34, the Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal Government purposes:

(a) Any subject data developed under a grant, cooperative agreement, sub grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained, and

(b) Any rights of copyright to which the DOTD or the Contractor purchases ownership with Federal assistance.

(c) When FTA provides assistance to a Recipient for a Project involving planning, research, development, or a demonstration, it is generally FTA's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA determines otherwise, the Recipient of FTA assistance to support planning, research, development, or a demonstration financed under the Federal Transit Act, as amended, understands and agrees that, in addition to the rights set forth in Section b.(2)., above, FTA may make available to any FTA recipient, sub recipient, third part contractor, or third party subcontractor, either FTA's license in the copyright to the subject data derived under this Contract or a copy of the subject data first produced under this Contract. In the event that such a Project, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under that Project shall become subject data as defined in Section a. above of this Contract and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment.

(d) Unless prohibited by State law, the Consultant agrees to indemnify, save and hold harmless the DOTD and the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Contract. The Consultant shall not be required to indemnify the DOTD and the Government for any such liability arising out of the wrongful acts of employees or agents of the DOTD and/or Government.

(e) Nothing contained in this section on rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) The requirements of b, c., and d., above, of this Contract do not apply to material furnished to the Consultant by the DOTD and incorporated in the work carried out under the Contract; provided that such incorporated material is identified by the Consultant at the time of delivery of such work.

#### **ARTICLE 26: PATENT RIGHTS**

If any invention, improvement of discovery of the Consultant is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Consultant agrees to notify the DOTD immediately and provide a detailed report. The rights and responsibilities of the DOTD, the Consultant and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

#### **ARTICLE 27: COVENANT AGAINST CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the DOTD shall have the right to annul this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

#### **ARTICLE 28: MEMBERS OF AND/OR DELEGATES TO CONGRESS**

In accordance with 18 U.S.C. 432, no member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising there from.

#### **ARTICLE 29: SUBLETTING ASSIGNMENT OR TRANSFER**

This contract, except as set forth herein, shall not be transferred, assigned or sublet without the prior written assent of the DOTD. Any subcontract awarded must therefore be made in accordance with FTA Circular 4220.1C and receive DOTD written approval prior to execution.

The consultant shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or notation), without prior written consent of the State, provided however, that claims for money due or to become due to the consultant from the state may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

#### **ARTICLE 30: ACCESS TO RECORDS**

The Consultant and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years



from the date of project completion as determined by the DOTD for inspection by the DOTD and/or Legislative Auditor, FTA, the U.S. General Accounting Office or other Federal agency and copies thereof shall be furnished if requested.

An OMB Circular A-133 single audit applies to Contractors who expend \$300,000 or more in a year in federal awards. A Contractor who expends less than \$300,000 shall arrange for an annual financial audit to be conducted in accordance with generally accepted Government Auditing Standards issued by the Comptroller General of the United States and shall furnish a copy of the audit report to the DOTD within thirty days after the completion of the audit, but no later than one year after the end of the audit period. Failure to comply with this requirement may result in DOTD's withholding of contract payments.

### **ARTICLE 31: CLEAN AIR REQUIREMENTS**

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. ' ' 7401 et seq. The Consultant agrees to report each violation to the DOTD and understands and agrees that the DOTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **ARTICLE 32: CLEAN WATER REQUIREMENTS**

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **ARTICLE 33: NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The Consultant acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Consultant or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **ARTICLE 34: DEBARMENT AND SUSPENSION CERTIFICATION**

- (1) The Consultant must sign the Certification Regarding Debarment, Suspension, and Other Responsibility Matters which is incorporated herein by reference. (See Exhibit B)
- (2) The Consultant shall include the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction in all subcontracts and lower-tier covered transactions and in all solicitations therefore and shall furnish such executed Certifications to the DOTD.

#### **ARTICLE 35: LOBBYING CERTIFICATION**

- (1) The Consultant must complete and sign the Certification Regarding Lobbying which is incorporated herein by reference. (See Exhibit C)
- (2) The Consultant shall include the Certification Regarding Lobbying in all subcontracts which exceed \$100,000 and shall ensure that such subcontractors certify and disclose accordingly.

#### **ARTICLE 36. PROGRAM FRAUD AND/OR FRAUDULENT STATEMENTS**

- (1) The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. ' ' 3801 et seq. and U.S.DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.
- (2) The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. ' 5307, the Government reserves the right to impose the penalties of 18 U.S.C. ' 1001 and 49 U.S.C. ' 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.
- (3) The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **ARTICLE 37: INCORPORATION OF FTA TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are

hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any DOTD requests which would cause DOTD to be in violation of the FTA terms and conditions.

#### **ARTICLE 38: WARRANTIES**

Consultant warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in Statement of Work.

#### **ARTICLE 39: STAFF INSURANCE**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in the Compensation Section of this contract.

#### **ARTICLE 40: CONFIDENTIALITY**

The following provision will apply unless Statement of Work specifically indicates that all information exchanged will be non-confidential:

*All financial, statistical, personal, technical and other data and information relating to DOTD=s operations which are designated confidential by DOTD and made available to the Consultant in order to carry out this Contract, or which becomes available to the Consultant in carrying out this contract, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DOTD. Consultant shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Consultant=s possession, is independently developed by the Consultant outside the scope of this Contract, or is rightfully obtained from third parties. Consultant is responsible for promptly reporting any breach.*

#### **ARTICLE 41: ENTIRE AGREEMENT**

This contract, together with RFP and addenda issued thereto by DOTD, the consultant's proposal submitted in response to DOTD's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

#### **ARTICLE 42: ORDER OF PRECEDENCE**

In the event of any inconsistent provisions, this signed agreement (excluding the RFP and proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the consultant's proposal.

**ARTICLE 42. SUCCESSORS AND ASSIGNS**

This contract shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

**Name of Consultant**

WITNESSES:

\_\_\_\_\_  
Witness for First Party

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Witness for First Party

Federal Identification Number \_\_\_\_\_

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

\_\_\_\_\_  
Witness for Second Party

BY: \_\_\_\_\_  
Secretary

Recommended for Approval By:

\_\_\_\_\_  
Witness for Second Party

\_\_\_\_\_  
Assistant Secretary

**Exhibit A**

**SCOPE OF SERVICES  
FUNCTIONAL AND TECHNICAL REQUIREMENTS**

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**(To be included during Contract Phase)**

**EXHIBIT B**  
**Government-Wide Debarment and Suspension (NonProcurement)**  
**49 CFR Part 29 – Executive Order 12549**

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Transportation and Development (DOTD) may pursue available remedies, including suspension and/or debarment.
2. The lower tier participant shall provide immediate written notice to DOTD if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact DOTD for assistance in obtaining a copy of those regulations.
4. The lower tier participant agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by DOTD.
5. The lower tier participant further agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, DOTD may pursue available remedies including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion**  
**Lower Tier Covered Transaction**

(1) The prospective lower tier participant certifies by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49CFR'29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such participant shall attach an explanation to this proposal.

The Contractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. "3801 et seq. are applicable thereto.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**EXHIBIT C**  
**CERTIFICATION REGARDING LOBBYING**  
**(49 CFR – Part 20)**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form---LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_ **Signature of Contractor's Authorized Official**

\_\_\_\_\_ **Name and Title of Contractor's Authorized Official**

\_\_\_\_\_ **Date**